

1 BILL NO. S-91-07-27

2 SPECIAL ORDINANCE NO. S-208-91.

3 AN ORDINANCE approving Contract FOR
4 THREE RIVERS FILTRATION PLANT
5 between SHAMBAUGH & SON, INC. and
6 the City of Fort Wayne, Indiana, in
7 connection with the Board of Public
8 Works and Safety.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
10 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

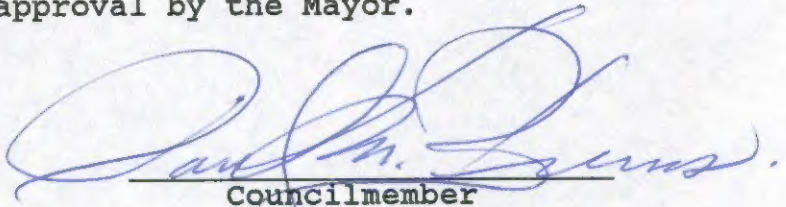
11 SECTION 1. That the Contract FOR THREE RIVERS
12 FILTRATION PLANT by and between SHAMBAUGH & SON, INC. and
13 the City of Fort Wayne, Indiana, in connection with the
14 Board of Public Works and Safety, is hereby ratified, and
15 affirmed and approved in all respects, respectfully for:

16 the installation of interior and
17 exterior yard drainage piping and
18 appurtenant work;

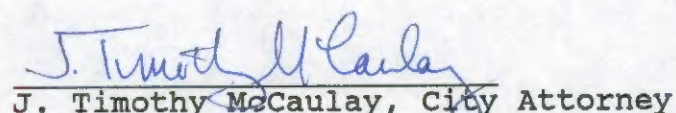
19 involving a total cost of Thirty-Seven Thousand Nine
20 Hundred Fifty-Two and no/100 Dollars (\$37,952.00).

21 SECTION 2. Prior Approval has been requested
22 from Common Council on JULY 23, 1991. Two copies of said
23 Contract are on file with the Office of the City Clerk
24 and made available for public inspection, according to
25 law.

26 SECTION 3. That this Ordinance shall be in
27 full force and effect from and after its passage and any
28 and all necessary approval by the Mayor.

29 
30 Councilmember

31 APPROVED AS TO FORM
32 AND LEGALITY

33 
34 J. Timothy McCaulay, City Attorney

This Agreement is dated as of 12th day of June in the year 1991, between City of Fort Wayne Board of Public Works, hereinafter called OWNER, and Shambaugh & Son, Inc., hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1-WORK

- 1.1 CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents, generally described as follows:

Project: Three Rivers Filtration Plant

Contract Number:

**Work: Installation of interior and exterior building
drainage piping, and appurtenant work**

Number of Addenda: 2

ARTICLE 2-ENGINEER

- 2.1 The Work has been designed by the firm of WW Engineering & Science, Inc., who will act as ENGINEER on the Work.

ARTICLE 3-CONTRACT TIME

- 3.1 The Work shall be completed as given on the bid form and will be the date stipulated in the Notice to Proceed.
- 3.2 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified plus any extensions as provided for in the General Conditions.
- 3.3 CONTRACTOR agrees to pay expenses arising from failure to complete the Work within the Contract Time including expenses for engineering services, attorney's fees, technical services and administration costs.

ARTICLE 4-CONTRACT PRICE

- 4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: thirty seven thousand nine hundred fifty two and 00/100 dollars (\$37,952.00).

ARTICLE 5-PAYMENT APPLICATIONS

- 5.1 ENGINEER, with assistance of CONTRACTOR, will prepare monthly and final estimates in accordance with the General Conditions.

ARTICLE 6-PAYMENTS

- 6.1 OWNER will make monthly and final payments in accordance with the GENERAL CONDITIONS.
- 6.2 All monies not paid when due shall bear interest at the rate of 7% per annum or the highest rate allowed by law, whichever is less.

ARTICLE 7-CONTRACT DOCUMENTS

- 7.1 The complete Contract between OWNER and CONTRACTOR consists of the following:
- 7.1.1 Invitation to Bid
 - 7.1.2 Notice to Bidders
 - 7.1.3 Instructions to Bidders
 - 7.1.4 Form No. 96
 - 7.1.5 Current Contratural Obligations
 - 7.1.6 Certificate in Lieu of Financial Statement
 - 7.1.7 EBE Commitment Form
 - 7.1.8 Bid
 - 7.1.9 Agreement
 - 7.1.10 Bonds
 - 7.1.11 Notice of Award
 - 7.1.12 General Conditions
 - 7.1.13 Specifications
 - 7.1.14 Drawings
 - 7.1.15 Modifications
 - 7.1.16 Addenda (numbers 1 thru 2 inclusive)

SECTION 00500AGREEMENTARTICLE 8-MISCELLANEOUS

- 8.1 Terms used in this Agreement are defined in the General Conditions.
- 8.2 Neither party shall assign or sublet, in whole or in part, any of its rights or obligations, including any monies due, or to become due, under the terms of the Contract Documents without the prior consent of the other party. This paragraph shall not be construed to limit the powers vested in the OWNER under the General Conditions.
- 8.3 The OWNER and CONTRACTOR each binds itself, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.4 The Contract Documents may only be altered, amended, or repealed by a Modification.


ARTICLE 9-CORPORATE CERTIFICATE AND SEAL

- 9.1 CONTRACTOR, if a corporation, shall cause the following certificate to be executed. The same officer shall not execute this Agreement and the certificates unless only one person occupies all corporate offices.

CORPORATE CERTIFICATE

- 9.2 I, Kevin L. Beach, certify that I am the Secretary of the corporation named as CONTRACTOR herein; that Mark P. Shambaugh, who signed this Agreement on behalf of CONTRACTOR, was then President of the corporation; that the Contract was duly signed and the corporate seal affixed for, and in behalf of, said corporation by authority of its governing body and is within the scope of its corporate powers.

June 12, 1991
(Date)

 LS
(Signature) Kevin L. Beach

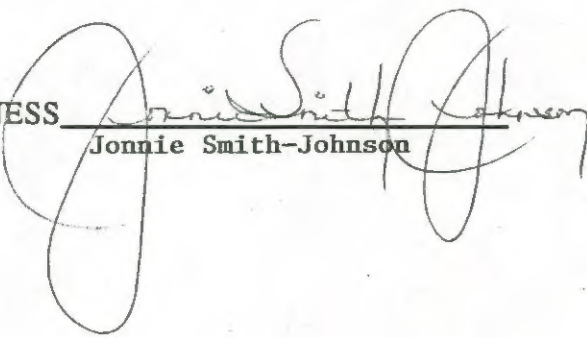
(CORPORATE SEAL)

Re-order from:
a CO.

SECTION 00500AGREEMENTARTICLE 10-SIGNATURES

10.1 IN TESTIMONY WHEREOF, the parties hereto have executed this contract in at least 3 counterparts, each of which shall be deemed an original, the day and year first above written.

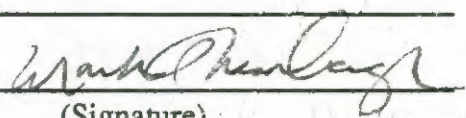
WITNESS


Jonnie Smith-JohnsonCONTRACTOR

SHAMBAUGH & SON, INC.

(Contractor)

By


(Signature)Mark P. Shambaugh
President

Title

OWNER

WITNESS

(Owner)

By

(Signature)

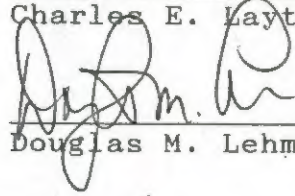
Title

APPROVED AS TO FORM:


OWNER's Attorney



Charles E. Layton, Director

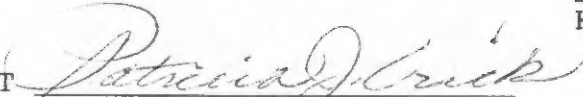


Douglas M. Lehman, Member



Katherine A. Carrier, Member

ATTEST



Patricia J. Grick, Clerk

Paul Helmke, Mayor

Read the first time in full and on motion by Burns
seconded by GiaQuinta, and duly adopted, read the second time
title and referred to the Committee on City of Fort Wayne (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building
Fort Wayne, Indiana, on _____, the
of _____, 19____, at _____ o'clock _____ M., E.S.

DATED: 7-23-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns
seconded by GiaQuinta, and duly adopted, placed on its
passage. PASSED lost by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>5</u>			<u>4</u>
BRADBURY				<u>✓</u>
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA				<u>✓</u>
HENRY	<u>✓</u>			
LONG				<u>✓</u>
REDD				<u>✓</u>
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 8-13-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-208-91
on the 13th day of August, 1991,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 15th day of August, 1991
at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of August
1991, at the hour of 3:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Three Rivers Filtration Plant for installation of interior and exterior yard drainage piping and appurtenant work.

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Contract for Three Rivers Filtration Plant for installation of interior and exterior yard drainage piping and appurtenant work. Shambaugh & Son, Inc., is the contractor. PRIOR APPROVAL IS BEING REQUESTED 7/23/91

EFFECT OF PASSAGE: Will improve the finished water quality by eliminating bird droppings from entering the filters

EFFECT OF NON PASSAGE:

J-51-07-27

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$37,952.00

ASSIGNED TO COMMITTEE:

BILL NO. S-91-07-37

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
CHARLES B. REDD, VICE CHAIRMAN
EDMONDS, LONG, SCHMIDT

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract
FOR THREE RIVERS FILTRATION PLANT between SHAMBAUGH & SON, INC.
and the City of Fort Wayne, Indiana, in connection with the
Board of Public Works and Safety

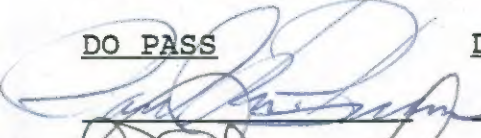

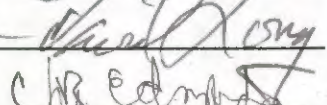
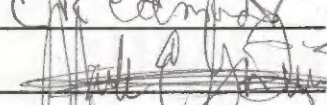
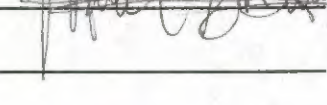
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 8-12-91

Sandra E. Kennedy
City Clerk